472. *Cf. Woodruff* v. *Wentworth*, 133 Mass. 309, 314. The principal case is a further application of the general rule. In addition to there being stockholders unaware of the contract, it is manifest that the agreement by the corporation would not inure to its advantage. The corporation is to be made a mere selling agency subject to the will of the plaintiff, who is to reap the profits.

INJUNCTIONS — ACTS RESTRAINED — INJUNCTION AGAINST HOLDING ELECTION ON UNCONSTITUTIONAL AMENDMENT. — Plaintiff sued to enjoin the submission to popular vote of a proposed state constitutional amendment alleged to be in conflict with the Constitution of the United States. *Held*, that an injunction should not be granted. *Weinland* v. *Fulton*, 121 N. E. 816 (Ohio).

If plaintiff sued as an elector or citizen the court would refuse an injunction on the ground that equity does not protect political rights. *Fletcher* v. *Tuttle*, 151 Ill. 41, 37 N. E. 683. Equity will protect a taxpayer, however, from misuse of public funds. *Crampton* v. *Zabriskie*, 101 U. S. 601. In a few states a taxpayer may enjoin the holding of an election where the statute or ordinance under which it was called is *ultra vires*. *De Kalb County* v. *Atlanta*, 132 Ga. 727, 65 S. E. 72; *Solomon* v. *Fleming*, 34 Neb. 40, 51 N. W. 304; *Cascaden* v. *Waterloo*, 106 Iowa, 673, 77 N. W. 333. See *Layton* v. *Monroe*, 50 La. Ann. 121, 23 So. 99. But the weight of authority is against this. *Pfeifer* v. *Graves*, 88 Ohio St. 473, 104 N. E. 529; *Duggan* v. *Emporia*, 84 Kan. 429, 114 Pac. 235; *Dubuisson* v. *Election Supers.*, 123 La. 443, 49 So. 15; *McAlester* v. *Millwee*, 31 Okla. 620, 122 Pac. 173. Some courts say a taxpayer's interest is too remote and conjectural. *Duggan* v. *Emporia*, *supra*. Others lay down the general rule that equity will never interfere with elections. *Copeland* v. *Olsmith*, 124 Pac. 33 (Okla.). And where an election on an initiated measure was sought to be enjoined on the ground that the petitions calling the election were not regular, the court said an injunction would be an interference with the legislative department of the government. *Pfeifer* v. *Graves*, *supra*. The principal case differs from any of the above in that the authority for holding the election is perfectly valid, the alleged unconstitutionality being in the subject matter. The interference with legislative processes would therefore be much plainer than in the Pfeifer case. Hence even if plaintiff was a taxpayer and the election was a special one, neither of which appears in the report, the decision seems absolutely sound.

INJUNCTIONS — ACTS RESTRAINED — INJUNCTION OF STRIKES IN WAR TIME. — The defendants were instigating and conducting strikes in plaintiff's shoe factory. The strikes were accompanied by unlawful violence. The plaintiff was engaged in manufacturing military supplies for the United States government. Plaintiff sought an injunction. *Held*, that "all strikes for any cause whatever be enjoined for the duration of the war." *Rosenwasser Bros.* v. *Pepper*, 172 N. Y. Supp. 310.

For a discussion of this case, see NOTES, page 837.

INSURANCE — MARINE INSURANCE — "HOSTILITIES," MEANING IN F. C. AND S. CLAUSE. — The plaintiff reinsured a cargo with the defendant under a policy containing the usual f. c. and s. clause, the relevant words of which were, "warranted free from all consequences of hostilities or warlike operations." The cargo was damaged by the explosion of a bomb placed in the vessel while in a South American port by a German. No authorization or ratification of this act by the German government was shown. The plaintiff sued on the policy. *Held*, that he could not recover. — *Atlantic Mutual Insurance Co.* v. *King*, 35 T. L. R. 164.

The court states correctly that the reinsurer has the burden of proving that the loss falls within the warranty. *Munro, Brice & Co.* v. *War Risks Association*, [1918] 2 K. B. 78. See *Compania Maritima of Barcelona* v. *Wishart*, 34

T. L. R. 251. The court further recognizes the principle that this warranty does not cover the acts of a private individual acting on his own initiative. If the warranty covers only the acts of agents of sovereign powers, the decision is wrong on primordial doctrines of agency. But the court holds that it includes acts done by a man when, "knowing that the settled and concerted policy of his government is to avail itself of the efforts of all its subjects to destroy enemy life and property as occasion offers, he uses such opportunity as presents itself in furtherance of that policy." Though this is not construing the policy against the underwriter, the result reached might well be the intent of the parties. This clause has always been construed liberally. *Cf. Stoomvaart Maatschappij Sophie H.* v. *Merchants' Marine Insurance Co., Ltd.*, [1918] Weekly Notes, 322; *Henry & MacGregor, Ltd.*, v. *Marten*, [1918] Weekly Notes, 224; *William France, Fenwick & Co. Ltd.* v. *North of England Protecting Association*, [1917] 2 K. B. 522. See 2 ARNOULD, MARINE INSURANCE, 9 ed., § 905.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — HOURS OF SERVICE ACT: APPLICATION TO TERMINAL COMPANY. — The Hours of Service Act applies to "any common carrier or carriers, their officers, agents, and employees" engaged in interstate commerce. (34 STAT. AT L. 1415.) The defendant operated a union freight station at Brooklyn under contracts with ten interstate railroads, receiving freight at their termini and transporting it by ferry and rail to its freight houses, and receiving likewise freight from Brooklyn shippers and transporting it to the docks of the several railroads. It was not chartered as a common carrier, did not hold itself out as such, and filed no tariffs with the Interstate Commerce Commission. *Held*, that the Hours of Service Act applies to the defendant. *United States* v. *Brooklyn Eastern District Terminal*, U. S. Sup. Ct., No. 155, October Term, 1918.

The decision is manifestly correct. The act would have applied to the carriers themselves in performing these services; the defendant is the agent of the carriers, and the act expressly includes agents. It has long been settled that the fact that all the acts done by a company are within one state does not excuse it from the regulation of interstate commerce. *United States* v. *Colorado & Northwestern Railroad Co.*, 157 Fed. 321. See 21 HARV. L. REV. 447. The court, however, points out clearly that the defendant is itself a common carrier, that the nature of the company does not depend upon how it was chartered, nor upon what it professes, but upon what it does, and that the services of the defendant were of a kind ordinarily performed by a common carrier. There is ample authority for this position. *United States* v. *Baltimore & Ohio Railroad Co.*, 231 U. S. 274; *Union Stockyards Company of Omaha* v. *United States*, 169 Fed. 404. See *United States* v. *Sioux City Stockyards Co.*, 162 Fed. 556. *Cf. Tap Line Cases*, 234 U. S. 1. The Hours of Service Act has been liberally applied, in the light of its "humane purpose." *Topeka & Santa Fe Railway Co.* v. *United States*, 244 U. S. 336.

INTERSTATE COMMERCE — CONTROL BY STATES — RIGHT OF INTERSTATE NATURAL GAS COMPANY SUPPLYING GAS TO LOCAL DISTRIBUTING COMPANIES TO ENJOIN ENFORCEMENT BY STATE COMMISSIONS OF CONFISCATORY RATES TO CONSUMERS. — The corporation of which plaintiff was receiver was engaged in producing natural gas, chiefly in Oklahoma, transporting it through pipelines, and selling it to local distributing companies in Kansas and Missouri, receiving a percentage of their gross profits as its return. The state utilities commissions of Kansas and Missouri fixed rates to the consumers which were so low that the return to plaintiff would be wholly inadequate, and plaintiff sued to enjoin the enforcement of these rates on the ground that they constituted a burden on interstate commerce. *Held*, that no injunction should be granted, on the ground that the distribution by the local companies was no